

File # 00-052  
PRD# 11-0077

**AMENDMENT NO. 1**

**AFFILIATION AGREEMENT REGARDING EDUCATIONAL COURSES BETWEEN  
SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

**AND**

**THE CITY OF LOS ANGELES POLICE DEPARTMENT**

**WHEREAS**, this Amendment No. 1 ("Amendment") to the Affiliation Agreement Regarding Educational Courses ("Agreement"), is entered into by and between the Santa Clarita Community College District ("District") and the City of Los Angeles acting by and through its Los Angeles Police Department ("City") on this 11th day of August 2011;

**WHEREAS**, this AMENDMENT is being executed between the District and the City pursuant to the provision of the Agreement that provides "This Agreement may not be altered or modified except by the express written consent of both the City and the District";

**WHEREAS**, where any section or portion of the Agreement is supplemented, that supplement shall be considered added thereto, and the original provisions of that section or portion not changed by the supplement shall remain in effect as originally written. This Amendment, taken together with the Agreement and all Attachments, represents the new Agreement for educational courses between the parties; and

**WHEREAS**, the District and the City agree that the Recitals set forth herein above are expressly incorporated into the Agreement and correctly set forth the nature of the Agreement as modified by this Amendment.

**NOW, THEREFORE**, the District and the City agree that the terms and provisions of the Agreement are hereby amended as set forth herein below:

1. Effective on the date above, the Agreement shall be amended as follows:

A. The following language shall be incorporated into the Agreement and shall take precedence, govern and control in the event any of the terms contained herein conflict with any of the terms in the Agreement:

The City and the District hereby agree that the total number of Full Time Equivalent Students ("FTES") to be served by the DISTRICT under this Agreement shall be limited to a maximum number of 250 per fiscal year beginning July 1, 2011. The District's obligations to offer educational courses under this Agreement shall be limited to a maximum of 250 FTES and the District shall not be obligated to provide any services, instruction, equipment, or supervision beyond the 250 FTES maximum limit. The District, at its sole discretion, shall determine the amount of equipment, instructors and facility space necessary to provide courses for a maximum of 250 FTES and shall be under no obligation to provide additional equipment, instructors, or facility space. The

payments made to the City by the District under the "Rate of Payment for Services" provision of the Agreement shall be limited to the 250 FTES maximum.

B. The first paragraph in the provision entitled "TERM OF AGREEMENT, EXTENSIONS AND TERMINATION" shall be revised as follows:

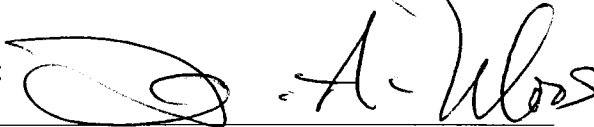
This Agreement shall commence on July 1, 2011 and shall terminate in five (5) years on June 30, 2016 and may be extended for an additional period of one year or portion thereof, for a maximum of five (5) additional years, upon mutual agreement in writing between the parties. The City of Los Angeles Police Chief is authorized to exercise such options to extend the term of the Agreement on behalf of the CITY. **The maximum number of 250 FTES per fiscal year, beginning each July 1, shall remain in effect throughout the term of this Agreement and any additional periods unless both parties agree in writing to revise the maximum FTES limit.**

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto as of the day and year first written above.

SANTA CLARITA COMMUNITY  
COLLEGE DISTRICT

CITY OF LOS ANGELES

BY:



Authorized Representative

BY:



Authorized Representative

Print Name Floyd Moos

Print Name CHARLIE BECK

Print Title Asst. Supt. / VP Instruction

Print Title CHIEF OF POLICE

Date August 1, 2011

Date June 15, 2011

Board Meeting

Date of Approval August 10, 2011

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, City Attorney

By:



TERRY MARTIN-BROWN  
Assistant City Attorney